

FEB 16 2007 LK

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff,

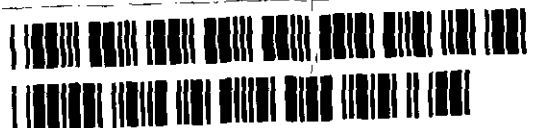
v.

VICKI LYNN OLSON,

Defendant.

CR07 0051P

INFORMATION
(Felony)



07-CR-00051-INFO

THE UNITED STATES ATTORNEY CHARGES THAT:

COUNT ONE
(CONSPIRACY)

A. INTRODUCTION

At all relevant times to this Information:

1. The Federal Aviation Administration ("FAA") was an agency of the United States of America. The FAA is responsible for the solicitation, award and oversight of procurement contracts entered by the FAA.

2. VICKI LYNN OLSON ("OLSON") was employed by the FAA as the manager of the Acquisition Management Branch in Renton, Washington. In this capacity OLSON was responsible for supervising FAA contracting officers who had the authority to award procurement contracts on behalf of the FAA. In this capacity OLSON also had access to contractor bid or proposal information and source selection information.

3. On or about April 4, 2002, the FAA announced a solicitation for offers on a contract to build a High Intensity Approach Lighting System ("ALSF") at Seattle Tacoma International

1 Airport, Seattle, Washington. The initial solicitation was called a Screening Information
2 Request ("SIR"). The purpose of the SIR was to seek competent and suitable sources for the
3 construction of the ALSF. The SIR indicated that the estimated contract price of the project was
4 from "\$1,000,000 - \$5,000,000." The SIR requested that prospective bidders submit technical
5 and business proposals addressing the following criteria: (1) Knowledge and Experience of Key
6 Project Elements - Past Performance; (2) Management Approach, Abilities, Resources; (3) Key
7 Personnel Qualifications; and (4) Financial Resources and Capability. Once these proposals
8 were submitted the FAA would evaluate each proposal and make a selection of qualified
9 offerors based on the evaluation criteria in the SIR. Those companies which were deemed to
10 have submitted qualified proposals would then be given an opportunity to submit price and
11 technical proposals for the ALSF Contract.

12 4. On or about April 18, 2002, the FAA received responses to the SIR and determined
13 that PCL Construction Services, Inc. ("PCL") and Donald B. Murphy Contractors, Inc. ("DBM")
14 were qualified to submit proposals for construction of the ALSF project..

15 5. On or about May 2, 2002, the FAA requested that PCL and DBM each submit a price
16 proposal and a technical proposal for the ALSF Contract. The FAA Request for Offer ("RFO")
17 provided that the ALSF Contract would be awarded on the basis of two criteria: technical and
18 price. The FAA stated that the technical criterion was more important than price in making the
19 contract award. However, the FAA specified that "price becomes increasingly more important
20 as differences in Technical scores among offers decrease."

21 6. On or about May 30, 2002, DBM and PCL submitted to the FAA technical and price
22 proposals for the ALSF Contract. DBM's price proposal to construct the ALSF was
23 \$4,297,500. PCL's price proposal was \$4,561,800, which was \$264,300 higher than DBM's
24 price proposal.

25 7. DBM and PCL's respective technical proposals were evaluated by two FAA engineers.
26 On May 31, 2002, the engineers completed their evaluation and concluded that there was no
27 "significant technical difference" between the two proposals. As a result of this finding, the
28 engineers recommended to the FAA contracting officer that the ALSF Contract be awarded "to

1 the offeror with the lowest cost.”

2 8. On June 5, 2002, the FAA contracting officer, who was responsible for awarding the
3 ALSF Contract, decided to solicit a best and final offer from DBM and PCL. The two
4 companies were given until June 10, 2002, to submit their best and final offers.

5 9. On June 5, 2002, DBM submitted a best and final offer to the FAA in which DBM
6 clarified that they could complete the ALSF Contract within the time period specified in the
7 contract. DBM did not change their initial price proposal of \$4,297,500.

8 10. On June 10, 2002, PCL submitted a best and final offer to the FAA in which PCL
9 decreased their price proposal by \$213,600 to a total price of \$4,348,200. DBM's price was still
10 the lower price by \$50,700

11 11. On or about June 10, 2002, the FAA contracting officer prepared a written
12 memorandum indicating that the contracting officer intended to award the ALSF Contract to
13 DBM because the DBM technical and price proposals provided the “best value” to the FAA.

14 12. On or about June 12, 2002, the defendant VICKI LYNN OLSON removed the FAA
15 contracting officer from the ALSF contract and replaced her with another FAA contracting
16 officer.

17 13. On or about June 12, 2002, the new FAA contracting officer requested PCL to submit
18 another price proposal. DBM was not given this same opportunity. On the same day, PCL
19 submitted a “revised” price proposal which reduced their price by \$55,000 to a total price of
20 \$4,293,200. This new price was now \$4,300 lower than DBM's best and final offer of June 5,
21 2002.

22 14. On or about June 14, 2002, the new FAA contracting officer awarded the ALSF
23 Contract to PCL at a price of \$4,293,200.

24 **B. THE AGREEMENT**

25 15. Beginning at a date unknown but believed to be at least May 2002 and continuing
26 until in or about October 2004, in the Western District of Washington and elsewhere, the
27 defendant VICKI LYNN OLSON and others known and unknown to the United States Attorney
28 conspired and agreed with each other to commit an offense against the United States, namely to

1 knowingly disclose and obtain source selection information prior to the award of the ALSF
2 Contract, in violation of Title 41, United States Code, Section 423.

3 C. THE PURPOSE OF THE CONSPIRACY

4 16. The plan and purpose of the conspiracy was for defendant VICKI LYNN OLSON
5 and others to provide a competitive advantage to PCL by disclosing to PCL source selection
6 information for the ALSF Contract.

7 D. THE MANNER AND MEANS OF THE CONSPIRACY

8 17. Defendant VICKI LYNN OLSON and her co-conspirators used the following means,
9 among others, to effect the object and purpose of the conspiracy:

10 a. It was a part of the conspiracy that the defendant encouraged PCL to submit a
11 proposal for the ALSF contract and then, in concert with her co-conspirators, took steps to
12 ensure that the competitive bidding process would be circumvented in order to ensure that the
13 ALSF Contract would be awarded to PCL.

14 b. It was a further part of the conspiracy that the defendant made disparaging
15 remarks about DBM and encouraged the FAA contracting officer and others to award the ALSF
16 contract to PCL.

17 c. It was a further part of the conspiracy that the defendant prevented the original
18 FAA contracting officer from awarding the ALSF contract to DBM by falsely stating that the
19 contract could not be awarded because there were outstanding "real estate" issues which needed
20 to be resolved before the contract could be awarded.

21 d. It was a further part of the conspiracy that the defendant and a co-conspirator at
22 the FAA decided to remove the FAA contracting officer from the ALSF project in order to
23 prevent the contracting officer from awarding the ALSF Contract to DBM and then replacing the
24 contracting officer with a co-conspirator who would ensure that the ALSF Contract was awarded
25 to PCL.

26 e. It was a further a part of the conspiracy that the defendant and a co-conspirator
27 at the FAA provided PCL with confidential source selection information in order to ensure that
28 PCL would be awarded the ALSF Contract. That source selection information included the co-

1 conspirator informing PCL that PCL was not the low bidder on the ALSF Contract and that PCL
2 had to lower its price proposal by \$55,000 in order to be awarded the ALSF Contract.
3 Additionally, the defendant told PCL the price differential between the DBM and PCL price
4 proposals.

5 f. It was a further part of the conspiracy that PCL was awarded the ALSF Contract
6 based on the fact that PCL had been provided with confidential source selection information
7 thereby receiving an unfair competitive advantage over DBM.

8 g. It was a further part of the conspiracy that the defendant and/or her co-
9 conspirators took steps to conceal the nature of the conspiracy and the true reason as to why the
10 ALSF Contract had been awarded to PCL. Those steps, included among other things, (1) falsely
11 claiming that PCL's June 12, 2002 "revised price proposal" was based on the "late receipt of a
12 subcontractor bid" when in fact the defendant and her co-conspirators knew that PCL's "revised
13 price proposal" was based solely on the fact that PCL had been provided with source selection
14 information which had not been provided to DBM; (2) falsely stating to DBM that "no actions
15 were taken to prevent" DBM from successfully bidding on the ALSF Contract and from
16 successfully protesting a wrongful award to PCL; and (3) making false statements to law
17 enforcement agents in an effort to prevent detection of the conspiracy.

18 E. OVERT ACTS

19 18. In furtherance of the conspiracy and to accomplish the object of the
20 conspiracy, the defendant VICKI LYNN OLSON and her co-conspirators committed various
21 overt acts in the Western District of Washington, including but not limited to the following:

22 a. In or about April or May 2002, the defendant encouraged PCL to submit a
23 proposal for the ALSF contract.

24 b. On or about May 30, 2002, the defendant either opened or caused others to
25 open the respective price proposals submitted by DBM and PCL and then reviewed the price
26 proposals.

27 c. In or about June 2002, the defendant encouraged the FAA contracting officer
28 and the FAA project engineer to award the contract to PCL and to improperly credit PCL's

1. proposal with a Value Engineering Proposal prior to the award of the ALSF Contract.

2 d. On or about June 12, 2002, the defendant falsely told the FAA contracting
3 officer not to award the ALSF contract to DBM because there were outstanding "real estate
4 issues" which needed to be resolved before the contract could be awarded.

5 e. On or about June 12, 2002, the defendant and a co-conspirator at the FAA
6 decided to remove the FAA contracting officer from the ALSF contract in order to prevent her
7 from awarding the ALSF Contract to DBM.

8 f. On or about June 12, 2002, the defendant and a co-conspirator at the FAA
9 decided to replace the original FAA contracting officer with a co-conspirator who would ensure
10 that the ALSF Contract would be awarded to PCL.

11 g. On or about June 12, 2002, a co-conspirator at the FAA contacted PCL and
12 advised them that PCL was not the low bidder on the ALSF Contract and that PCL needed to
13 lower its price proposal by \$55,000 in order to be awarded the ALSF Contract.

14 h. On or about June 12, 2002, the defendant contacted PCL and advised them of
15 the price differential between the DBM and PCL price proposals.

16 i. On or about June 12, 2002, co-conspirators at PCL submitted a revised price
17 proposal which reduced PCL's price proposal by \$55,000 and falsely claimed that the price
18 reduction was based upon "the late receipt of a subcontractor bid."

19 j. On or about June 12, 2002, a co-conspirator falsely told an FAA lawyer that
20 PCL's revised price proposal was based upon the late receipt of a subcontractor bid.

21 k. On or about August 14, 2002, the defendant wrote a letter to DBM in which the
22 defendant falsely stated she had "found no evidence to support DBM's allegation that actions
23 were taken to prevent DBM from successfully bidding on this solicitation and from successfully
24 protesting a wrongful award to PCL."

25 All in violation of Title 18, United States Code, Section 371.

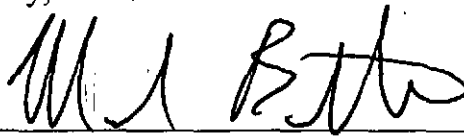
26 COUNT 2
27 (PROCUREMENT FRAUD)

28 1. The United States Attorney realleges and incorporates by reference
the allegations contained in paragraphs 1 through 18 of this Information.

1 2. On or about June 12, 2002, in the Western District of Washington, the defendant
2 VICKI LYNN OLSON, an official of the United States, assisting with the award of a Federal
3 agency procurement, knowingly disclosed to PCL source selection information before the award
4 of a federal agency procurement contract, namely, the price differential between the price
5 proposal submitted by PCL and DBM, which constitutes a disclosure of the ranking of offerors
6 developed by the FAA during the source selection process.

7 All in violation of Title 41, United States Code, Section 423(a) and Title 18, United
8 States Code, Section 2.

9 DATED this 16th day of February, 2007.

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11 _____
12 JEFFREY C. SULLIVAN
13 UNITED STATES ATTORNEY

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15 _____
16 CARL BLACKSTONE
17 ASSISTANT UNITED STATES ATTORNEY
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